



Scope of Work
for
City of Fairfield
Police Department
(Fairfield, CA)



1900 S. Norfolk Street | Suite 350
San Mateo, CA 94403
Tel. 800.470.6102
www.informersystems.com
Contact Person: Mark Musick

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August 18, 2015

City of Fairfield
Police Department
Attn: Lieutenant Rob Lenke
1000 Webster Street
Fairfield, CA 94533

Subject: Schedule Express Service SOW

Dear Lt. Lenke,

Thank you for selecting Schedule Expresssm! At Informer Systems we believe Schedule Express is the most technically advanced and most affordable scheduling solution on the market today for public safety agencies.

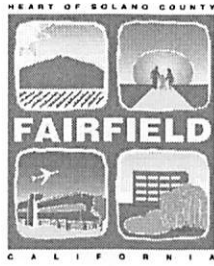
The purpose of this document is to identify the products and services that Informer Systems will provide to the Fairfield Police Department along with the general terms of the project described herein. To recap, Fairfield PD agrees to a one year contract which requires payment for one full year of Schedule Express service in advance. The required customized development will be provided at no charge providing additional savings to Fairfield PD. Payment for year one will be required prior to the start of training which is scheduled to begin August 24, 2015.

For 36 years Informer Systems, LLC has been providing tailored solutions to the Public Safety industry. Our professionals are experts in workforce scheduling and bring to bear decades of hands-on, practical expertise. Our cloud-based software as a service (SaaS) model will future-proof your scheduling needs providing a substantial and measurable return on investment. Thank you once again for selecting Schedule Express. We look forward to working with you!

Sincerely,

A handwritten signature in black ink that reads "Mark D. Musick".

Mark Musick
President
Informer Systems, LLC
mmusick.informersystems.com
www.informersystems.com



SCOPE OF WORK STATEMENT TO PROVIDE SCHEDULE EXPRESS SERVICES TO THE CITY OF FAIRFIELD, CALIFORNIA POLICE DEPARTMENT

1. CONTRACTOR INFORMATION

Informer Systems, LLC
www.informersystems.com
1900 S. Norfolk Street, Suite 350
San Mateo, CA 94403
Contact: Mark Musick
P: 800-470-6102
mmusick@informersystem.com

2. DESCRIPTION OF SERVICES

Schedule Express is a subscription service by Informer Systems, LLC that provides an online scheduling application and workflow solution for police departments. Services are provided through the www.scheduleexpress.com website and is an online web-based application.

- Informer Systems will provide the following services to the Fairfield Police Department:
 - Customer data collection
 - On-site custom configuration
 - On-site implementation
 - On-site deployment of fully functional scheduling solution
 - On-site training for all users during initial deployment
 - Live web-based training post-implementation
 - 24/7/365 service and support
 - Future updates/upgrades, maintenance, and support
 - Custom development specifically for:
 - Development of Schedule Express to support 1 minute increments for coverage purposes. This includes shift creation, time off requests, trades, overtime, training, special assignments, & reports.
 - Develop new method to view coverage and post overtime from coverage view in a manageable way.
 - Develop a new rule to turn off 'Day View' when viewing schedule.
 - Create an exception report that identifies changes between pay periods within a start/end date and time.

- Onsite training will be conducted as requested at 1000 Webster Street, Fairfield, CA 94533.
- Schedule Express is a web service that is billed based on the total number of activated users. Informer Systems does not charge for deactivated users. Since the Fairfield Police Department will be paying one year in advance (12 month period), additional benefits include:
 - A 10% discount.
 - 10% additional number of users at no additional charge. Should the additional 10% threshold be breached, contact is made to the customer to determine if the change in the number of users is temporary or permanent. If permanent, a supplemental invoice is sent for the total number of activated users beyond what was originally paid, for the remaining months of the 12 month period. Any supplemental invoice will be at the 10% discount rate.
 - One (1) full day (10 hours) of Schedule Express Refresher Training at no charge to be used upon request.

3. PERIOD OF PERFORMANCE

The term of this contract is (1) one year and is valid from August 24, 2015 through August 31, 2016.

4. PRICING

The cost of the Schedule Express service shall not exceed \$ 23,095.80 per year unless otherwise directed by the Fairfield Police Department, or the total number of activated users exceed the original total number of users upon execution of contract.

Pricing is per Informer Systems quote dated March 5, 2015 and is attached as Exhibit A.

5. PAYMENT TERMS

- Year 1 – Payment for year one will be required prior to the start of training which is scheduled to begin August 24, 2015.

6. FAIRFIELD POLICE STAFF CONTACT

Rob Lenke
Lieutenant
707-428-7606 Office
rlenke@fairfield.ca.gov

7. SCHEDULE EXPRESS TERMS OF SERVICE

The Schedule Express Terms of Service (TOS) applies to this SOW and is attached as Exhibit B.


8. INSURANCE REQUIREMENTS

- a. **WORKERS' COMPENSATION.** During the term of this Agreement, We shall fully comply with the terms of the law of California concerning workers' compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability We may have for workers' compensation. Said policy

shall also include employer's liability coverage no less than \$1,000,000 per accident for bodily injury or disease.

- b. **GENERAL LIABILITY INSURANCE.** We shall obtain at Our sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in the amount of no less than \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and (3) that no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.
- c. **AUTOMOBILE LIABILITY INSURANCE.** We shall obtain at Our sole cost and keep in full force and effect during the term of this agreement automobile liability insurance in the amount of no less than \$1,000,000 per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and (3) that no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.
- d. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of Us; products and completed operations of Us; premises owned, occupied or used by Us; and automobiles owned, leased, hired or borrowed by Us. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers
- e. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- f. The minimum limits stated above shall not serve to reduce Our policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.
- g. **CERTIFICATES OF INSURANCE.** We shall file with CITY'S Police Department or the Designee upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or nonrenewal will be made during the term of this agreement, without thirty (30) days written notice to the City of Fairfield or the Designee prior to the effective date of such cancellation, or change in coverage.
- h. We shall file with the City of Fairfield or the Designee concurrent with the execution of this agreement, a standard endorsement form providing for each of the above requirements.

9. EXHIBIT A – SCHEDULE EXPRESS QUOTE

Informer Systems			Quote Date: August 18, 2015		
Schedule  Express					
Customer Name: Fairfield Police Department - Fairfield, CA - (1 Year Commitment)					
Number of Users	License Fee Per User	Discount per # of Users	Number of Users	Total Monthly	Total Annually
1-30	\$20.00	0%	0	\$0	\$0
31-150	\$12.00	40%	0	\$0	\$0
151-300	\$11.75	41%	182	\$2,139	\$25,662
301-500	\$11.50	43%	0	\$0	\$0
501-1000	\$11.25	44%	0	\$0	\$0
1001-1500	\$11.00	45%	0	\$0	\$0
1501-2000	\$10.50	48%	0	\$0	\$0
2001-2500	\$10.00	50%	0	\$0	\$0
2501-3000	\$9.50	53%	0	\$0	\$0
3001-3500	\$9.00	55%	0	\$0	\$0
3501-4000	\$8.50	58%	0	\$0	\$0
4001 and above	\$8.00	60%	0	\$0	\$0
10% discount for paying full year in advance.				(addl savings = \$2,566.20)	
10% additional number of users at no charge for paying full year in advance.			18	(addl savings = \$2,284.20)	
(1) full day (10 hours) of Refresher Training at no charge for paying full year in advance.				(addl savings = \$1,250.00)	
		(Overall savings for one year = \$6,100.40)			
		Total Annually w/Discounts			\$23,095.80
Professional Services					
On-Site Configuration	On-site data collection and custom configuration.			Included	Included
On-Site Implementation	On-site deployment of fully functional scheduling solution.			Included	Included
On-Site Training	Initial on-site training for all users.			Included	Included
Live Web-Based Training	Post-implementation 'live' web-based training			Included	Included
Service, Support & Maint.	Future updates/upgrades, maintenance and support.			Included	Included
Additional Services					
		Rate		Quantity	Total
Programming Services	Custom Development <ul style="list-style-type: none">Develop SE for 1 minute increments. This includes shift creation, time off requests, trades, overtime, training, special assignments, & reports.Develop new method to view coverage & post overtime from coverage view in a manageable way.Develop new rule to turn off 'Day View' when viewing schedule.Create an exception report that identifies changes between pay periods with start/end date and time.	125 hour		60 Hours	No Charge
Custom Reports	Modification of Existing Report or Creation of New Report	\$750 each			
On-Site Refresher Training (Post - Implementation)	On-Site Refresher Training	\$250 hour (5 hour min 1st day) (2 hour min addl. days)		1 Day (10 Hours)	No Charge
System Analysis Services	Anaysis & Evaluation of Work Force Management Processes & Procedures	Contact SE for Quote			

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10. EXHIBIT B – SCHEDULE EXPRESS TERMS OF SERVICE

Schedule Express Terms of Service

THESE "TERMS OF SERVICE" GOVERN YOUR PURCHASE OF OUR SERVICES. THESE TERMS OF SERVICE WILL ALSO GOVERN YOUR PURCHASE AND ONGOING USE OF THOSE SERVICES. PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE SERVICES. BY USING THE SERVICES, YOU SIGNIFY YOUR ASSENT TO THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, YOU MAY NOT USE THE SERVICES. IF YOU ARE ENTERING INTO THESE TERMS OF SERVICE ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THESE TERMS OF SERVICE AND MAY NOT USE THE SERVICES.

These Terms of Service were last updated on August 18, 2015. They are effective between You and Us as of the date You commence using the Services and throughout the duration of this contract.

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Purchased Services" means Services that You or Your Affiliates purchase.

"Services" means the online, Web-based applications and platform provided by "Us" via www.scheduleexpress.com and/or other designated websites (collectively, the "Site").

"Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users include Your employees and agents.

"We," "Us" or "Our" means the Informer Systems, LLC.

"You" or "Your" means the company or other legal entity for which you are accepting the Terms of Service and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

2. PURCHASED SERVICES

2.1. Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to these Terms of Service. You agree that Your purchase hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. User Subscriptions. Services are purchased as User Subscriptions and may be accessed by no more than the specified number of Users. User Subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User Subscriptions are added. Added User Subscriptions shall terminate on the same date as the pre-existing subscriptions. Subscriptions are for designated Users and cannot be shared or used by more than one User.

3. USE OF THE SERVICES

3.1 Our Responsibilities. We shall: (i) provide to You basic support for the Purchased Services at no additional charge, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give ample notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2. Your Responsibilities. You shall (i) be responsible for Users' compliance with these Terms of Service, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with its intended use and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4. FEES AND PAYMENT FOR PURCHASED SERVICES

4.1. User Fees. Subscription fees shall not exceed \$23,095.80 per year unless the total number of activated users exceeds the original total number of users upon execution of the contract. If the total numbers of users exceeds the original total number of users authorized upon the execution of the contract, the additional users will be activated under a prorated subscription fee. Subscriptions that are activated within the month will be prorated, e.g. fees for Subscriptions activated in the middle of a monthly period will be prorated for that monthly period. You shall pay all fees specified in all invoices hereunder. Except as otherwise specified herein, (i) fees are quoted and payable in United States dollars (ii) fees are based on services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable.

4.2. Invoicing and Payment. You will provide Us with valid and updated contact information with a valid purchase order or alternative document reasonably acceptable to Us. Payment can be made in advance, either monthly or annually; or in accordance with a mutually agreed upon billing cycle. We will invoice You in advance and otherwise in accordance with these Terms of Service. Invoiced charges are due net 30 days from the invoice date. You are responsible for maintaining complete and accurate billing and contact information in the Services.

4.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

4.4. Suspension of Service and Acceleration. If any amount owing by You under these Terms of Service or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full.

4.5. Payment Disputes. We shall not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) if the applicable charges are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute.

4.6. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. PROPRIETARY RIGHTS

5.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2. Restrictions. To the extent permitted by relevant law, You shall not, (i) permit any third party to access or use the Services except as permitted herein, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

5.3. Ownership of Your Data. As between Us and You, You exclusively own all rights, title and interest in and to all of Your Data.

5.4. Suggestions. We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

6. CONFIDENTIALITY

6.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the Terms of Service, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2. Protection of Confidential Information. Except as otherwise permitted pursuant to the order or requirement of a court, administrative agency, federal law, foreign state law, California state law (including, but not limited to, a public records request pursuant to California Government Code Section 6253), applicable regulatory authorities, other governmental body, or in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms of Service, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms of Service and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

6.3. Protection of Your Data. Without limiting the above, We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 6.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

6.4. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7. WARRANTIES AND DISCLAIMERS

7.1. Our Warranties. We warrant that (i) the Services shall perform materially in accordance with the Terms of Service and the functionality of the Services will not be materially decreased during a subscription term. For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 10.3 (Termination for Cause) and Section 10.4 (Refund or Payment upon Termination) below.

7.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. INDEMNIFICATION

INDEMNIFY AND HOLD HARMLESS. To the fullest extent allowed by law, We shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Us or any person directly or indirectly employed by or acting as agent for Us in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that Our duty to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Us from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

Our responsibility for defense and indemnity shall survive termination or completion of this Agreement for the full period of time allowed by law.

9. LIMITATION OF LIABILITY

9.1. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

10.1. Term. These Terms of Service commence on the date You commence using the Services and continue until all User subscriptions granted in accordance with the Terms of Service have expired or been terminated.

10.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence at the end of the training period and will terminate on August 31, 2016 unless both parties agree in writing to renew the service period. If both parties agree in writing to renew the service period, the **per-unit pricing during any such renewal period shall be the same as that during the prior term.**

10.3. Termination for Cause. A party may terminate the Terms of Service for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4. Refund or Payment upon Termination. Upon any termination for cause by You, any prepaid fees covering the remainder of the term of all subscriptions shall not be refunded after the effective date of termination. Upon any termination for cause by Us as indicated in Section 3.2 (Your Responsibilities), Section 4.4 (Suspension of Service and Acceleration), Section 5.1 (Reservations of Rights), Section 5.2 (Restrictions), and Section 6.2 (Protection of Confidential Information), You shall pay any unpaid fees covering the remainder of the term after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.5. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.6. Surviving Provisions. Section 4 (Fees and Payment for Purchased Services), 5 (Proprietary Rights), 6 (Confidentiality), 7 (Warranties & Disclaimers), 8 (Indemnification), 9 (Limitation of Liability), 10.4 (Refund or Payment upon Termination), 10.5 (Return of Your Data), 10.6. (Surviving Provisions) 11 (Notices, Governing Law and Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of these Terms of Service.

11. NOTICES, GOVERNING LAW AND JURISDICTION

11.1. General. Notices should be directed and sent to CEO, Informer Systems, LLC, 560 S. Winchester Blvd. | Suite 500, San Jose, CA 95128. These Terms of Service are governed by and construed in accordance with the laws of the State of California, United States of America, without regards to its principles of conflicts of law. Both parties agree to submit to the exclusive jurisdiction of any State or Federal court located in the County of Solano, United States of America, and waive any jurisdictional, venue or inconvenient forum objections to such courts.

11.2. Manner of Giving Notice. Except as otherwise specified in the Terms of Service, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You.

11.3. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to the Terms of Service.

12. GENERAL PROVISIONS

12.1. Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction.

12.2. Relationship of the Parties. The relationship of the parties shall be only that of independent contractors. The Terms of Service do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to the Terms of Service.

12.4. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under the Terms of Service shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.5. Severability. If any provision of the Terms of Service is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Terms of Service shall remain in effect.

12.6. Attorney Fees. If either party breaches the terms of service in this agreement, the breaching party shall pay the non-breaching party's reasonable attorney fees and other costs incurred as a result of the breach.

12.7. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign the Terms of Service in its entirety, without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of the Terms of Service upon written notice to the assigning party. In the event of such a termination, We shall not refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, the Terms of Service shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. Entire Agreement. These Terms of Service, including all exhibits and addenda hereto, constitute the entire agreement between the parties and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of these Terms of Service shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of these Terms of Service and any exhibit or addendum hereto, the terms of such exhibit or addendum shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

12.9. Electronic Signatures and Contracts. Your use of the Services includes the ability to enter into agreements and/or to make transactions electronically. You acknowledge that Your electronic submissions via the Site constitute Your agreement and intent to be bound by and to pay for such agreements and transactions. Your agreement and intent to be bound by electronic submissions applies to all records relating to all transactions You enter into on the Site, including notices of cancellation, policies, contracts, and applications. In order to access and retain Your electronic records, you may be required to have certain hardware and software, which are Your sole responsibility.

12.10. Notice for California Users. Under California Civil Code Section 1789.3, California Site users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.

12.11 U.S. Government Rights. If You are, or are entering into these Terms of Service on behalf of, any agency or instrumentality of the United States Government, the Services, including related software, technology and documentation, are "commercial computer software" and "commercial computer software documentation", and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use, reproduction and disclosure of the Services, including related software, technology and documentation, are governed by the terms of these Terms of Service.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above

"City"

City of Fairfield, CA

By: 

Name: STEVEN GARRISON

Title: CIO

Date: 9/4/15

"Contractor"

Informer Systems, LLC
a Delaware corporation

By: 

Name: Mark D. Musick

Title: President

Date: August 21, 2015